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https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html

UNIVERSAL MAIN SUBSCRIPTION AGREEMENT

This Universal Main Subscription Agreement ("**MSA**") is between the **Workday** entity identified on the Signature Document or Order Form ("**Workday**") and the legal entity signing the Signature Document or Order Form referencing the Agreement ("**Customer**"). The parties agree as follows:

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorised Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

1.1 Invoices & Payment. All fees will be electronically invoiced to the Customer in the Customer's country of residence in accordance with the relevant Order Form and payment will be made by Customer from within its country of residence. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer shall make payments via electronic bank transfer. Except for a termination or refund in accordance with Clause 7 (Indemnification) or Clause 9.1 (Termination), all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement.

1.2 Suspension for Non-Payment. Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days' written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.3 Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "**Taxes**"). Customer shall pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Signature Document or Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorised by the appropriate taxing authority to accounts.receivable@workday.com.

2. Customer Obligations. Customer shall have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content, (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorisations, consents, and rights necessary to use the Service; (d) taking reasonable endeavours to prevent unauthorised access to, or use of, the Service, and shall notify Workday promptly of any unauthorised access or use; and (e) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorised Parties, and any breach by its Affiliates or Authorised Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such

violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.

3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer shall not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorised Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilised by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Clause 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Recipient for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this clause. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that (a) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Clause 4 shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (b) this Clause 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Clause 4 are superseded by this Agreement with respect to confidentiality obligations. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this clause, it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Content and Privacy.

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5.1 Security Program and Audit Reports. Workday maintains a security programme that conforms to the Workday Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.2 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.3 Unauthorised Disclosure. If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Form term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use its reasonable endeavours to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (2) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of the MSA. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Clause 9.1 for the affected Service.

6.1 Disclaimer. Workday does not warrant that the Service will be error free or uninterrupted. The limited warranties provided in the Agreement are the sole and exclusive warranties provided to the Customer.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of the Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is prevented from using the Service or if Workday reasonably believes it will be prevented Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this Clause, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. Customer shall defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) data submitted by Customer, its Affiliates or its Authorised Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's Intellectual Property Rights; or (c) violations by Customer, its Affiliates or Authorised Parties of the AUP, and Customer shall indemnify and hold Workday harmless against any Losses relating to such third party Claim.

7.3 Conditions. The indemnitor's obligations in Clauses 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third-party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this Clause except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defence and settlement of the third-party Claim (although indemnitor may not settle any third-party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Clauses 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these Clauses.

8. Limitation of Liability.

8.1. Limitation of Liability. Except with respect to (a) death or personal injury; (b) gross negligence, willful misconduct, or fraud; (c) either party's indemnification obligations under this agreement; (d) Customer's payment obligations; and (e) Workday's remediation obligations in Clause 8.2, the following limitation of liability caps shall apply: In no event shall either party or its affiliates' total aggregate liability arising out of or related to this Agreement, whether in contract, tort or otherwise, exceed the fees paid or payable under this Agreement during the immediately preceding 12-month period for the Service from which the Claim arose ("**General Cap**"), except that for breach of either party's confidentiality, security, or privacy obligations, the breaching party's total aggregate liability will be increased to fees paid or payable under the Agreement during the immediately preceding 24-month period for the Service from which the Claim arose ("**Enhanced Cap**").

8.2 Workday Remediation Obligations. If unauthorised disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorised disclosure or access; and (d) operating a call centre to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorised disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorised Parties.

9. Term. The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

9.1 Termination. Either party may terminate the Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately for statutory cause under applicable mandatory Law if the other party ceases business, is unable to pay its debts as they fall due, becomes insolvent or bankrupt or makes an arrangement for, or composition with, its creditors or makes an application to a court for protection from its creditors (otherwise than voluntarily for the purposes of a bona fide amalgamation or reconstruction) or if a liquidator, receiver, examiner, administrator or administrative receiver is appointed over any part of that party's business or

takes steps in preparation of any of the above events or if anything analogous occurs in relation to that party under the laws of any jurisdiction. For clarity, (1) Customer shall have the right to terminate the affected Service for a breach of Service Warranty pursuant to Clause 9.1(a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilising the Service (except as permitted under Clauses 9.2 and 9.3) and Workday Confidential Information. Upon termination by Customer pursuant to this clause, Workday shall refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement, will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.2 Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period (or if no Retrieval Period, after termination or expiration of the Agreement or Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for retrieval through extraction in a machine readable format as described in the Documentation.

9.3 Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to 3 months after the effective date of such termination (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional 5%. If Customer requests transition assistance during the Transition Period, Workday shall provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is prevented from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this clause unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.4 Surviving Provisions. Clauses 1.1, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.2, 9.3, 9.4, 10, and 11 will survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

10.2 Notices. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; and (2) the third business day after pre-paid recorded mail with proof of delivery. Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of its Legal Department with a copy sent by email to legal@workday.com. Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at Law.

10.4 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this clause will be void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 Governing Law and Jurisdiction. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with, the laws as listed in Appendix 1 based on where Customer's registered office is located.

10.7 Export. Each party shall comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (1) is located in a country that is subject to a European Union, United Nations or U.S. government embargo; (2) is listed on any European Union, United Nations or U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.8 Anti-Corruption. Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (i) influence any official act or decision; (ii) secure any improper advantage; (iii) obtain or retain business, or direct business to any person or entity; or (iv) for the purpose of inducing or rewarding any favourable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

10.9 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a "**Failure**"), Customer may request the following remedies no later than 30 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. In this Agreement, "**Service Credit"** means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for

Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this clause are the Customer's exclusive remedies for any Failure.

10.10 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. Except as otherwise stated in the Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order shall not extend the payment due date. If a purchase order is required, it must be sent by email to accounts.receivable@workday.com 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

10.11 Customer Identification. Either party may use the other party's or the other party's Affiliates' name and logo in advertising, marketing, or publicity efforts (including announcements or press releases) in a manner mutually agreed between the parties in connection with Customer's selection and use of the Workday Service. Workday may use Customer's name and logo in lists of customers, on earnings calls and releases, marketing materials and on its website, and digital platforms, provided that such use is limited to identification of Customer as an entity which receives services from Workday. Upon Customer's written request to Workday, Workday will remove Customer's name and logo from Workday's public website.

11. Definitions.

The following definitions shall apply to this Agreement.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"**Audit Reports**" means the (a) most recently completed security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday's independent third party audit or obtained by Workday from other independent third parties, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"**AUP**" means the acceptable use policy for the applicable Service located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html.

"**Authorised Parties**" means Customer's or an Affiliate's workers and third party providers who are authorised by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

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"**Claim**" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"**Confidential Information**" means (a) any software utilised by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"**Customer Content**" means electronic data or information submitted to the Service by Customer or Authorised Parties.

"**Customer Input**" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorised Parties relating to the operation or functionality of the Service.

"**Data Processing Exhibit**" or "**DPE**" means the Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"**Documentation**" means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"**Enhanced Features**" shall have the same meaning as set forth in the applicable Product Terms.

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Instance**" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"**Law**" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"**Loss**" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Order Form**" means the fully executed ordering document (including Product Terms) under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted terms

on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"**Personal Data**" has the definition set forth in the DPE.

"**Product Terms**" means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after publication of the updated product terms.

"**Production**" means the Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

"**PSA**" means the optional, separate, and independent professional services agreement between Customer and Workday related to Workday's provision of implementation and other consulting services to Customer, subject to a statement of work ("**SOW**").

"**Security Breach**" means (a) any actual or reasonably suspected unauthorised use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorised Party or Workday, or incidental access to Customer Content by an Authorised Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"**Security Exhibit**" means the Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

"**Service**" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"**Signature Document**" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"**SLA**" means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities under the SLA.

"**Subscription Fees**" means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

Note: Before reviewing the MSA terms, please review our FAQ at this link:
https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html

Appendix 1

Country of Customer's registered office	Governing law and jurisdiction clause
For all Customers, unless Customer's registered office is in any of the countries specified below	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the courts in Ireland.
Austria	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Austria and the parties irrevocably submit to the exclusive jurisdiction of the courts in Vienna
Belgium	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with, the laws of Belgium and the parties irrevocably submit to the exclusive jurisdiction of the Enterprise Court (Tribunal de l'entreprise) of Brussels, in the French language.
Denmark	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Denmark and the parties irrevocably submit to the exclusive jurisdiction of the Danish courts.
Finland	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Finland and the parties irrevocably submit to the exclusive jurisdiction of the Finnish courts.
France	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of France and the parties irrevocably submit to the exclusive jurisdiction of the courts in Paris.
Germany	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Germany and the parties irrevocably submit to the exclusive jurisdiction of the courts in Munich.

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Italy	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Italy and the parties irrevocably submit to the exclusive jurisdiction of the courts in Milan.
Mexico	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with, the laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.
Netherlands	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with, the laws of the Netherlands and the parties irrevocably submit to the exclusive jurisdiction of the court in Amsterdam, the Netherlands.
Norway	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Norway and the parties irrevocably submit to the exclusive jurisdiction of the Norwegian courts.
Portugal	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Portugal and the parties irrevocably submit to the exclusive jurisdiction of the courts in Lisbon.
Spain	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Spain and the parties irrevocably submit to the exclusive jurisdiction of the courts in Madrid.
Sweden	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Sweden and the parties irrevocably submit to the exclusive jurisdiction of the district court of Stockholm as the court of first instance.
Switzerland	This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall

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	be governed by and construed in accordance with the laws of Switzerland and the parties irrevocably submit to the exclusive jurisdiction of the courts in Zurich.